

Southern Pacific Transportation Company

ICC OFFICE OF
THE SECRETARY

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VICE PRESIDENT AND GENERAL COUNSEL

August 29, 1986

RECORDATION NO. 10272 F Filed 1425

SEP 4 1986 :3 45 PM

INTERSTATE COMMERCE COMMISSION

SEP 4 3 36 PM '86

MOTOR OPERATING UNIT

RECORDATION NO. 10272-1425

SEP 4 1986 :3 45 PM

INTERSTATE COMMERCE COMMISSION

No. SEP 4 1986
Date
Fee \$ 100.00

ICC Washington, D. C.

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue
Washington, D. C. 20423

Re: Agreement of Conditional Sale dated as of
April 1, 1979, between Southern Pacific
Transportation Company, Metropolitan Life
Insurance Company, and ACF Industries, Inc.

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of Fifth Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of July 31, 1986, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of April 1, 1979, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

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Agreement of Conditional Sale dated as of April 1, 1979, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, Bethlehem Steel Corporation, FMC Corporation, General Electric Company, Greenville Steel Car Company, and Portec, Inc., recorded on April 10, 1979, at 2:20 p.m., and assigned Recordation No. 10272;

Amendment Agreement dated as of October 1, 1979, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, Bethlehem Steel Corporation, FMC Corporation, General Electric Company, Greenville Steel Car Company, Portec, Inc., and ACF Industries, Inc., recorded on November 21, 1979, at 2:30 p.m., and assigned Recordation No. 10272-A;

First Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Bethlehem Steel Corporation, recorded on November 10, 1982, at 3:10 p.m., and assigned Recordation No. 10272-B;

Second Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and FMC Corporation, recorded on November 10, 1982, at 3:10 p.m., and assigned Recordation No. 10272-C;

Third Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and Greenville Steel Car Company, recorded on November 10, 1982, at 3:10 p.m., and assigned Recordation No. 10272-D; and

Fourth Supplemental Agreement dated as of October 31, 1982, between Southern Pacific Transportation Company, Metropolitan Life Insurance Company, and ACF Industries, Inc., recorded on November 10, 1982, at 3:10 p.m., and assigned Recordation No. 10272-E.

In connection with the recording of the enclosed Fifth Supplemental Agreement and Assignment and Transfer, each dated as of July 31, 1986, the following information

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is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Fifth Supplemental Agreement dated as of July 31, 1986, between Southern Pacific Transportation Company, Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by
Fifth Supplemental Agreement


<u>Number Of Units</u>	<u>Description</u>
2	70-ton box cars; Pullman, Inc. (Pullman Standard Division), builder; lettered SP and numbered 248119 and 248120.

General Description of Equipment Covered by
Assignment and Transfer of Certain Road Equipment

<u>Number Of Units</u>	<u>Description</u>
1	70-ton Box Car; ACF Industries, Inc., builder; lettered SP and numbered 247604.

When the recording of the Fifth Supplemental Agreement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return the remainder of the same to the undersigned.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

9/5/86

OFFICE OF THE SECRETARY

Lenona Young
Southern Pac. Transp. Co.
Southern Pac. Bldg
One Market Plaza
San Francisco, Calif. 94105

Dear Ms. Young:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/4/86 at 3:45pm, and assigned re-recording number(s). 10272-F, 10272-G, 10272-H, 10272-I, 10272-J, 10272-L
10272-M

Sincerely yours,

Noreta R. McGee

Enclosure(s)

SE-30
(7/79)

FIFTH

RECORDATION NO. 10272 F Filed 1425

SUPPLEMENTAL AGREEMENT SEP 4 1986 -3 45 PM

INTERSTATE COMMERCE COMMISSION

THIS FIFTH SUPPLEMENTAL AGREEMENT, dated as of July 31, 1986, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and Metropolitan Life Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New York (said Company hereinafter called "Assignee"), with a principal office and place of business at One Madison Avenue, New York, New York, as Agent acting under an Agreement dated as of the first day of April, 1979.

WITNESSETH

WHEREAS, ACF Industries, Inc., a corporation organized and existing under and by virtue of the laws of the State of New Jersey (hereinafter called the "Builder"), and Company have entered into an Agreement of Conditional Sale dated as of April 1, 1979 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of box cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of April 1, 1979 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on April 10, 1979, and assigned Recordation No. 10272; and

WHEREAS, a box car (hereinafter called "Destroyed Equipment") comprising said Equipment has been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
2	70-ton box cars; Pullman, Inc. (Pullman Standard Division), builder; lettered SP and numbered 248119 and 248120.

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this Fifth Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This Fifth Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original

counterpart. Although this Fifth Supplemental Agreement is dated for convenience as of July 31, 1986, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Supplemental Agreement to be duly executed as of the date first above written.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By

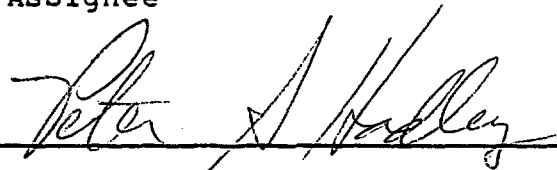

Treasurer

Attest:


Assistant Secretary

METROPOLITAN LIFE INSURANCE COMPANY
as Assignee

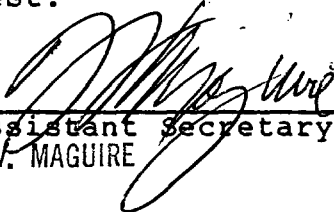
By



Senior Vice-President

Peter S. Hadley

Attest:


Assistant Secretary
F. V. MAGUIRE

STATE OF CALIFORNIA

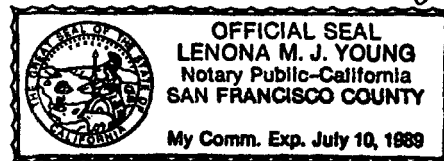
CITY AND COUNTY OF SAN FRANCISCO

)
) ss.
)

On this 31st day of July, 1986, before me personally appeared E. F. GRADY, to me personally known, who being by me duly sworn, says that he is Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenona M. J. Young

Notary Public



STATE OF NEW YORK)
) ss.
CITY AND COUNTY OF NEW YORK)

On this 14th day of August, 1986, before me personally appeared PETER S. HADLEY, to me personally known, who, being by me duly sworn, says that he is Senior Vice President of METROPOLITAN LIFE INSURANCE COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Bryan C. Crombie
Notary Public

BRIAN C. CROMBIE
NOTARY PUBLIC, State of New York
No. 43-4849121
Qualified in Richmond County
Commission Expires March 30, 1987